

that the Examiner impermissibly has ignored several recited limitations in formulating the obviousness rejection based on the Miller reference and BuyMedia.com.

In particular, with respect to independent Claim 1, the Miller reference does not teach, disclose, or suggest processing user input information by a server system to select a *media outlet* from a plurality of available outlets, transmitting a rate request to the selected outlet, processing the rate request and transmitting it back to the server system by the selected outlet, and then creating an advertising schedule based on the processed rate request transmitted back to the server system from the selected outlet. Rather, the Miller reference discloses a complex media selection algorithm that is configured to select *advertising spots* from a plurality of stored, available spots to develop a package. It should be noted that this advertising package initially is developed without regard to the media outlet(s) associated with the selected spots. Indeed, the only relevance that the particular media outlet has to the system disclosed in the Miller reference is an optional validation procedure performed on the completed package to verify that every supplier associated with the package is associated with a minimum percentage of the selected spots.

Thus, unlike the method recited in Claim 1, the system disclosed in the Miller reference does not *select* a media outlet based on processed user input information. Moreover, because the selection algorithm is directed at available spots (regardless of the supplier), the system disclosed in the Miller reference would never have a need to create a rate request directed to the selected media outlet and would never create an advertising schedule based on information transmitted back to the server system after processing such a rate request, as recited in Claim 1.

The BuyMedia.com art does not compensate for the deficiencies of the Miller reference. As disclosed in the specification at page 3, line 31 – page 4, line 1, the BuyMedia.com web site merely acts as a broker (i.e., a passive channel) between buyers and sellers. That is, the BuyMedia art does not teach, disclose, or suggest a server system that *selects* a media outlet based on user information provided via a web site; the BuyMedia art does not teach, disclose, or suggest a server system that *creates* a rate request directed to the *selected* media outlet; and the BuyMedia art does not teach, disclose, or suggest a server system that *creates* an advertising schedule for the buyer based on the processed rate request

received back from the supplier. Accordingly, the recited limitations missing from the Miller reference also are missing from the BuyMedia art.

The Examiner has argued “that it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Miller such that the media outlet can be contacted with a rate request at the time of request rather than have that information already available as the information will be more up to date, allowing the media outlet to keep price changes current and hence not require the media outlet to honor, perhaps, an old price that is no longer profitable.” However, it is noted that merely modifying the Miller reference such that updated information is requested does not result in alteration of the disclosed selection algorithm such that it selects *media outlets* based on user input (as recited in Claim 1) rather than available spots. More specifically, even if such a modification were made, it would not result in the method recited in Claim 1.

In summary, because the Examiner has not relied on a combination of references in which all of the limitations recited in Claim 1 are present or suggested, and further because the Examiner’s proposed modification would not result in the recited invention, the Examiner has not established a *prima facie* case of obviousness with respect to Claim 1 in view of the Miller reference and the BuyMedia art. As such, withdrawal of the rejection under 35 U.S.C. § 103(a) of Claim 1, as well as of Claims 2-9 which are variously based thereon, is respectfully requested.

It is believed that independent Claims 10 and 14 are patentably distinguishable over the combination of the Miller reference and the BuyMedia art for substantially the same reasons. More particularly, Claims 10 and 14 both recite a receiving component of a server system that receives and processes user input to *select* at least one *media outlet* and create at least one rate request directed to the *selected media outlet*, and a schedule creating component to create an advertising schedule based on the *processed rate request* received back from the selected media outlet. For the same reasons discussed above, neither the Miller reference nor the BuyMedia art, alone or in combination, teaches, discloses, or suggests these limitations. Accordingly, as with independent Claim 1, it is believed that the Examiner has failed to establish a *prima facie* case of obviousness with respect to Claims 10 and 14, as well as Claims 11-13 and 15-16 which are respectively based thereon. As such,

withdrawal of the rejection under 35 U.S.C. § 103(a) of Claims 10-16 is respectfully requested.

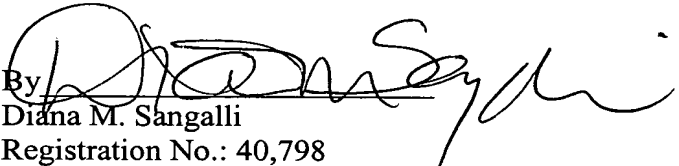
Conclusion

In light of the foregoing remarks, it is believed that the Examiner's rejection has been fully addressed and Claims 1-16 are in condition for allowance. Accordingly, the Examiner is respectfully requested to withdraw the outstanding rejection of the claims and to pass this application to issue. Should the Examiner believe that a telephonic interview will help speed this application to allowance, the Examiner is kindly invited to contact the undersigned at the telephone number set forth below.

It is further noted that in the event the Examiner is not persuaded by the foregoing remarks, a Notice of Appeal has been filed concurrently herewith in order to more quickly advance prosecution of this application.

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Respectfully submitted,

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